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TO
SUBCONTRACT SCHEDULE
FOR A
TASK ORDERING AGREEMENT

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TASK ORDERING AGREEMENT NO.

UNDER

PRIME CONTRACT NO. DE-AC36-99-GO10337

CONTRACTING PARTY: MIDWEST RESEARCH INSTITUTE
NATIONAL RENEWABLE ENERGY LABORATORY
DIVISION

SUBCONTRACTOR:

ADDRESS:

**TASK ORDERING
AGREEMENT TITLE:** "****"

TYPE OF SUBCONTRACT: FIXED PRICE TASK ORDERING AGREEMENT

PERIOD OF PERFORMANCE: BASIC: EXECUTION THROUGH 12 MONTHS
OPTION 1:COMPLETION OF BASIC THROUGH 12 MONTHS
OPTION 2:COMPLETION OF OPTION 1 THROUGH 12 MONTHS
OPTION 3:COMPLETION OF OPTION 2 THROUGH 12 MONTHS

**NOT TO EXCEED AMOUNT
FOR TASK ORDERING
AGREEMENT:** \$.00

PAYMENT TERMS: NET 30

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:**

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** \$0.00 -- TO BE DESIGNATED
ON EACH INDIVIDUAL TASK ORDER

TASK ORDERING AGREEMENT NO.

BETWEEN

MIDWEST RESEARCH INSTITUTE

NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

AND

SCHEDULE

INTRODUCTION

THIS TASK ORDERING AGREEMENT is effective upon execution by the Midwest Research Institute, National Renewable Energy Laboratory Division and is between the Midwest Research Institute, acting through its National Renewable Energy Laboratory Division (hereinafter called "NREL") and ** (hereinafter called "Subcontractor"), whose principal offices are located in **.

Midwest Research Institute has entered into Contract No. DE-AC36-99GO10337 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the operation and management of the National Renewable Energy Laboratory.

This task ordering agreement is entered into in furtherance of the performance of the work provided for in the Prime Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

ARTICLE 1 - THE WORK TO BE PERFORMED

- A. The Subcontractor shall perform the work as specified for each task order authorized and issued by NREL under this task ordering agreement. The effort required by task orders authorized and issued by NREL under this task ordering agreement may include the type of work generally described in Appendix A, Statement of Work, entitled "***", attached hereto and made a part hereof, pursuant to the provisions of this task ordering agreement.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses will be specified in the Statement of Work for each task order authorized and issued by NREL under this task ordering agreement.

ARTICLE 2 - THE PERIOD OF PERFORMANCE

- A. The period of performance for this task ordering agreement shall be as follows:

Basic:	Execution through Twelve Months
Option 1:	Upon completion of Basic through Twelve Months
Option 2:	Upon completion of Option 1 through Twelve Months
Option 3:	Upon completion of Option 2 through Twelve Months

Each of these periods may be extended by mutual written agreements of the parties. NREL will make a decision based on its sole judgement, whether or not to continue to authorize each Option prior to the completion date of each Option. If all Options are authorized by NREL, the total period of performance for the task ordering agreement would be forty-eight (48) months. If NREL should decide not to authorize an Option, the task ordering agreement shall be considered complete upon submittal of the final deliverables for all task orders authorized and issued by NREL during the preceding period/Option.

- B. The period of performance for each individual task order authorized and issued by NREL shall be specified in that task order. If the period of performance for an individual task order authorized and issued by NREL during the task ordering agreement's period of performance, extends beyond the completion date for this task ordering agreement, then this task ordering agreement's terms and conditions shall continue in effect for the task order.

ARTICLE 3 - PRICE, PAYMENT, AND INVOICES

- A. In full consideration of the Subcontractor's performance of each task order authorized and issued by NREL under this task ordering agreement, the Subcontractor shall be paid the firm fixed price specified in the individual task order in accordance with the payment schedule for that specific task order. Nothing in this task ordering agreement shall be construed to state or imply any agreement by NREL to place future subcontracts or task orders with the Subcontractor.
- B. The total amount of all task orders issued under this task ordering agreement shall not exceed the ceiling price of \$ **. The ceiling price is broken down as follows:

Basic Period Ceiling Price:	\$
Option 1 Period:	\$
Option 2 Period:	\$
Option 3 Period:	\$_____
Total Ceiling Price:	\$

- C. NREL shall not be obligated to pay the Subcontractor any amount in excess of the ceiling amount set forth in each specific task order, and the Subcontractor shall not be obligated to continue performance if to do so would exceed the ceiling amount set forth, unless and until the Subcontract Administrator shall have notified the Subcontractor in writing that the ceiling amount has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling amount for performance under this task ordering agreement. When and to the extent that the ceiling amount set forth has been increased, any hours expended and material costs incurred by the Subcontractor in excess of the ceiling amount before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling amount.

- D. Invoices for work accomplished under each task order, authorized and issued by NREL, shall be submitted in an original and one copy to:

National Renewable Energy Laboratory
Attention: **, M/S ****
1617 Cole Boulevard
Golden, CO 80401-3393

Each invoice shall reference the specific task order number, and the basic task ordering agreement number, which numbers will appear on the cover sheets of each document. Payments under each individual task order will be made by NREL in accordance with each individual task order's payment schedule, and the payment terms and to the remittance name and address shown on the cover sheet of this task ordering agreement. Final payment under each task order shall be made upon receipt of closeout documentation that may include DOE patent clearance for the task order, and a final property report and disposition for the task order.

The payment terms of this task ordering agreement shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of the deliverables or reporting requirements for the individual payment, whichever is later.

The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the individual task order showing the total fixed price invoiced and the cumulative fixed price for that task order. An authorized official of the Subcontractor shall sign the following certification on each invoice/voucher submitted for payment:

"I certify that this invoice/voucher is correct and proper for payment, and payment for this amount has not and will not be received under any other Government contract or task ordering agreement or other source of Government funds.

Authorized Official

Date"

The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under the task order associated with the fixed price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

ARTICLE 4 - TASK ORDERING PROCESS

The process for issuing task orders under this subcontract (task ordering agreement) shall be as follows:

- A. NREL shall request a proposal from the Subcontractor for each task order. The Subcontractor shall prepare and submit a task order proposal that includes the following elements:
1. A technical proposal that indicates acceptance of the proposed task order's Statement of Work and a technical discussion concerning how the Subcontractor proposes to accomplish the proposed Statement of Work.

2. A program plan for the task order's Statement of Work, the proposed time to complete the task order after receipt of the awarded task order, and a listing of all deliverables for the task order.
3. A price proposal that consists of the following sections:
 - a. Direct Materials -- A breakdown of all direct materials required by the Subcontractor to perform the effort;
 - b. Direct Labor -- A breakdown of the Subcontractor's personnel who are proposed to perform work under this task order broken down by individual or category and **fully loaded labor rates** as specified in Paragraph E below, and total proposed labor amount;
 - c. Special Equipment -- A break down of proposed special equipment by item including proposed amount and the basis for the amount (e.g., quote, engineering estimate, previous purchase, etc.) with supporting documentation.
 - d. Travel -- Based on Federal Travel Regulations, a breakdown of the Subcontractor's travel including the following information for each proposed trip:

!	Departure & Destination Cities	
!	Number of Travelers	
!	Duration of Trip	
!	Air Fare (Amount x Number of Travelers x Number of Trips)	\$ **
!	Ground Transportation (Amount x Number x Number of Days x Number of Trips)	\$ **
!	Hotel (Amount x Number of Travelers x Number of Days x Number of Trips)	\$ **
!	Meals and Incidental Expenses (Amount x Number of Travelers x Number of Days x Number of Trips)	\$ **
!	Miscellaneous Expenses (e.g., Transportation and Parking at Airport, Registration Fees, Etc. need to be Specified in a Similar Manner)	\$ **
!	Total Travel	\$ **
 - e. Consultants -- Identify each proposed consultant the daily fee and any travel or other expenses. Include a quote from the consultant and either the consultant's organizational conflict of interest representation or disclosure certification, a justification for the daily fee and expenses, the consultant's resume. The consultant's completed Representations and Certifications for the proposed consulting services. Travel costs shall be in accordance with the Federal Travel Regulations.
 - f. Lower-Tier Subcontractors -- Identify each proposed lower-tier subcontractor's amount. Include a proposal from the lower-tier subcontractor that contains the same

information as required by the Subcontractor. Note that the lower-tier subcontractor shall be required to submit complete, current cost or pricing data to substantiate its proposed direct and indirect costs. Each lower-tier subcontractor's organizational conflict of interest representation or disclosure certification and the lower-tier subcontractor's completed Representations and Certifications shall also be included. Travel costs shall be in accordance with the Federal Travel Regulations.

- g. Other Direct Costs -- A breakdown of all other direct costs including rationale and reasoning for such cost elements.
 - h. Subtotal -- Self-explanatory.
 - i. General and Administrative Expense -- The approved indirect rate contained in the basic task ordering agreement or a lower rate may be used by the Subcontractor in its proposal. If the Subcontractor has chosen to use a lower rate, the reason shall be provided. G&A shall not be applied again to the fully loaded labor rates.
 - j. Profit -- The approved profit rate contained in the basic task ordering agreement may be used by the Subcontractor in its proposal. Profit shall not be applied again to the fully loaded labor rates.
 - k. Total Amount -- Self-explanatory.
- 4. The Subcontractor's organizational conflicts of interest representation or disclosure certification for the proposed task order.
- 5. If foreign travel is proposed, a copy of the appropriate forms requesting the required DOE approval of foreign travel.
- 6. A proposed fixed price payment schedule that is associated with each proposed deliverable for the proposed task order.
- B. Each task order's proposal shall be reviewed by NREL and a negotiation for that task order shall be conducted between NREL and the Subcontractor.
- C. Upon conclusion of the negotiations, NREL will issue a task order to the Subcontractor for execution and return to NREL. Each task order shall become a binding subcontract upon final execution by NREL.
- D. Upon final acceptance and award of each individual task order, the Subcontractor shall commence the effort.

- E. The Subcontractor shall utilize the following fully loaded hourly labor rates in preparing proposals for individual task orders:

Direct Labor Rates

<u>Category</u>	<u>Base Year</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	<u>Option Year 3</u>
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- F. Notwithstanding any provision herein to the contrary, nothing in this task ordering agreement shall prevent NREL from soliciting competitive proposals to perform work within the scope of work described in Appendix A, Statement of Work.

ARTICLE 5 - APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled "Statement of Work" dated **/**/**.
- B. Appendix B-3, entitled "Standard Terms and Conditions", dated 10/01/03.
- C. Attachment 1, entitled "Addendum to Appendix B-3", dated 10/01/07.
- D. Appendix C-3, entitled "Intellectual Property Provisions", dated 10/22/98.
- E. Appendix D-1, entitled "Clauses for Subcontracts in Excess of \$500,000, dated 11/01/03.
- F. Subcontractor's technical proposal dated **/**/**, together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

ARTICLE 6 - ORDER OF PRECEDENCE

Any inconsistency in this subcontract, shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-3);
- D. Addendum to Standard Terms and Conditions (Attachment 1 to Appendix B-3);
- E. Intellectual Property Provisions (Appendix C-3);
- F. Clauses for Subcontracts in excess of \$500,000.00 (Appendix D-1);
- G. Other provisions of this subcontract whether incorporated by reference or otherwise; and

H. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

ARTICLE 7 - RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (**) of the subcontractor's proposal dated **/**/** which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

ARTICLE 8 - SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated * as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is (303) 384-****.
- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated * as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the subcontract's cost, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is (303) 384-.

ARTICLE 9 - PUBLICITY RELEASE AND PUBLIC AFFAIRS (For Domestic small business, educational institutions, and other nonprofit organizations.)

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B. Data rights are set forth in Appendix C hereof.

Or

ARTICLE 9 – PUBLICITY RELEASE AND PUBLIC AFFAIRS (For large businesses, state and local

governments, or foreign organizations.)

- A.** Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B.** Data rights are set forth in Appendix C hereof. The Subcontractor should particularly note that all papers and documents that are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor's reports is specifically required and set forth in Appendix C hereof.

ARTICLE 10 - ALTERATIONS TO TERMS AND CONDITIONS

- A.** Appendix B-3 is hereby modified by adding the following clause thereto:

"CLAUSE 61 - ORGANIZATIONAL CONFLICTS OF INTEREST (SPECIAL) (MAY 2004)(Derived from DEAR 952.209-72 - JUNE 1997)

- A.** Purpose

The purpose of this clause is to ensure that the Subcontractor: (1) is not biased because of its financial, contractual, organizational, or other interests that relate to the work under this subcontract and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

- B.** Scope

The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

- 1.** Use of Subcontractor's Work Product

- (i) The Subcontractor shall be ineligible to participate in any capacity in NREL or DOE

contracts, subcontracts, or proposals therefor (solicited and unsolicited) that stem directly from the Subcontractor's work product under this subcontract for a period of five years after the completion of this subcontract. Furthermore, unless so directed in writing by the NREL Subcontract Administrator, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of the Subcontractor's products or services or the products or services of another firm, if the Subcontractor is or has been substantially involved in the development or marketing of the firm's products or services. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.

- (ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the NREL Subcontract Administrator, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to NREL or the Government.

2. Access to and use of information

- (i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as NREL or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data that has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of the NREL Subcontract Administrator it shall not:
 - a. Use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - b. Compete for work for NREL or the Government based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;
 - c. Submit an unsolicited proposal to NREL or the Government that is based on such information until one year after such information is released or otherwise made available to the public; and
 - d. Release such information unless such information has previously been released or otherwise made available to the public by NREL or the Government.
- (ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this

subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

- (iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with subparagraphs (B) (2) (i) (a) and (d) of this clause and the patent, rights in data, and security provisions of this subcontract.

C. Disclosure after award

1. The Subcontractor agrees that if changes, including additions, to the facts disclosed by it prior to award of this subcontract occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to the NREL Subcontract Administrator. Such disclosure may include a description of any action that the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. NREL may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of NREL and the Government.
2. In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the NREL Subcontract Administrator, NREL may terminate this subcontract for default.

D. Remedies

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, NREL may terminate the subcontract for default, disqualify the Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.

E. Modification

Request for a modification of the requirements under this clause shall be directed in writing to the NREL Subcontract Administrator and shall include a full description of the requested modification and the reasons in support thereof. If it is determined to be in the best interests of NREL and the Government, the NREL Subcontract Administrator will notify the Subcontractor in writing that such modification is accepted.

ARTICLE 11 - INTEGRATION

This task ordering agreement contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED:

AUTHORIZED: MIDWEST RESEARCH INSTITUTE
NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____